Br. Co., 87 Ore. 560; brewing company guaranteeing rent of hotel in which its beer was to be sold, *Winterfield* v. *Cream City Br. Co.*, 96 Wis. 239; *Holm* v. *Claus Lipsius Br. Co.*, 21 N. Y. App. Div. 204; brewing company guaranteeing purchase price of saloon in consideration of purchaser selling its beer, *Hagerstown Br. Co.* v. *Gates*, 117 Md. 348; a corporation going surety on the obligation of another in order to procure payment of a debt due it, *In re West of England Bank*, 14 Ch. Div. 317; *Hess* v. *W. & J. Sloane*, 66 N. Y. App. Div. 522; cattle company executing a guaranty to protect itself from probable loss of debt due to it, *N. Texas State Bank* v. *Crowley-Southerland Com. Co.* (Tex.), 145 S. W. 1027; same situation as in principal case. But the benefit was considered too remote for the guaranty to be within the implied powers of the corporation in the following situations: Bank guaranteeing paper of third party for which it received no benefit, *Bomen* v. *Needles Natl. Bank*, 94 Fed. Rep. 925; brewing company signing appeal bond for customer, *Best Br. Co.* v. *Klassen*, 185 Ill. 37; railroad guaranteeing dividends upon stock in steamship company which ran to and from terminal of railroad, *Colman* v. *Eastern Counties Railroad Co.*, 10 Beav. 1; upon stock in grain elevator company, *Memphis Grain & Elevator Co.* v. *Memphis Railroad Co.*, 85 Tenn. 703; upon stock in hotel company, *West Maryland R. Co.* v. *Blue Ridge Hotel Co.*, 102 Md. 307; land company guaranteeing dividends upon stock in investment company, *Greene* v. *Middleborough Town Co.*, 121 Ky. 335; railroad company guaranteeing payment of expenses of a large musical festival in the city where it does business, *Davis* v. *Old Colony R. Co.*, 131 Mass. 258. It appears that the courts are becoming more lenient, allowing guaranty contracts by a corporation. If the contract has been performed in good faith and the corporation has had the full benefit of performance, it should not be permitted to rely on *ultra vires* as a defense.

COVENANTS—TENANT HELD ENTITLED TO ENFORCE COVENANT IN LEASE BY ANOTHER TENANT.—A landlord leased certain parts of a building to one tenant, giving him the right to sell dry goods. He leased another part of the building to another tenant with the restriction that he should sell only women's gloves, corsets and hosiery. Upon a violation of the covenant by the second lessee, it was *held* that the first lessee was entitled to an injunction against him. (N. Y. 1920) *Staff* v. *Bemis Realty Co. et al.*, 183 N. Y. S. 886, 111 Misc. Rep. 635.

The point of interest in this case is that the court, passing by the question whether the recording of the plaintiff's lease was not constructive notice to the world of his peculiar rights and the resultant restriction upon others, held that the plaintiff's equity against the defendant was even stronger than if the defendant had had actual notice of the prior lease, because the defendant expressly covenanted to limit his use of the premises. A party's right to avail himself of an equitable servitude in his favor has its basis in the fact that he has a superior equity to that of the defendant, or else that the defendant has no equity at all. Upon principle, it would seem that the

defendant in the instant case had actual notice that somebody else had rights in the premises with which he could not interfere. He had actual notice that if he used the premises for any other purpose than that expressed in his lease he would be violating his covenant. What difference could it make to him who enforced the covenant against him? In the case of a building scheme, for example, *any* grantee may enforce an equitable restriction against any other grantee. *Bouvier* v. *Segardi* (N. Y., 1920), 183 N. Y. S. 814; *Simpson* v. *Mikkelsen,* 196 Ill. 575 (1902); *Allen* v. *Detroit,* 167 Mich. 464 (1911); *Korn* v. *Campbell,* 192 N. Y. 490 (1908). These authorities show conclusively that restrictions may be implied, and that a party does not have to know who may enforce the covenant against him. The situation in the principal case is closely analogous to the building scheme. The defendant must have suspected that the entire premises belonging to the landlord were being leased under certain restrictions. Indeed, that is usually the situation when such a restriction is put into the grantee's lease. It could make no difference to the defendant who could require him to live up to his agreement. He had actual notice of the limits of his rights in regard to the premises. Therefore, he has no right to complain that the plaintiff is compelling him to refrain from doing what he has already agreed not to do.

CRIMINAL LAW—MOTOR VEHICLE LAW WHICH MADE QUESTION OF UNREASONABLE SPEED ONE FOR THE JURY, NOT VOID FOR UNCERTAINTY.—The petitioner was charged with driving his automobile within the city of Pasadena at a rate of speed in violation of the motor vehicle law, which declared the operation of a motor car at an unreasonable speed a crime, and left the question of unreasonable for the jury. In an action questioning the validity of the statute, *held,* not invalid for indefiniteness. *Ex parte Daniels* (Cal., 1920), 192 Pac. 442.

In *Ex parte Jackson,* 45 Ark. 158, it was held that a statute making it a misdemeanor to commit any act injurious to public health or public morals was void for uncertainty. A statute making it a crime to charge or collect more than a reasonable rate of toll was also void. Laws which define crime ought to be so explicit that all men subject to their penalties may know what acts it is their duty to avoid. Before a man can be punished, his case must be plainly and unmistakably within the statute. *United States* v. *Brewer,* 139 U. S. 280. In *James* v. *Bowman,* 190 U. S. 144, the Supreme Court said: "It would certainly be dangerous if the legislature could set a net large enough to catch all possible offenders, and leave it to the courts to step inside and say who could be rightfully detained and who should be set at large." In *Hayes* v. *State,* 11 Ga. App. 379, the court held that a statute making penal the operation of an automobile at a rate of speed greater than is reasonable and proper was void on the ground that it furnished such a net as stated above. The Supreme Court of the United States invoked the "rule of reason" when it held that the Anti-Trust Act was not a denial of all restraint of trade, but only a denial of unreasonable restraint of trade. *Standard Oil Case,* 221 U. S. 1; *Tobacco Trust Case,* 221 U. S. 107.